

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS

This Memorandum of Understanding (“MOU”) is made and entered into by and between CHULA VISTA ELEMENTARY SCHOOL DISTRICT (“District”) and CHULA VISTA EDUCATORS (“CVE”) for the purpose of outlining the rights, responsibilities, and hiring practices concerning temporary teachers within the District.

1. Definition of Temporary Teachers A temporary teacher is defined as a teacher who is hired to replace a teacher on any leave ~~for up to one year but not less than one semester during a school year~~, or as any other temporary ~~teachers employee as covered~~ defined by Ed Education Code. Temporary teachers are employed on a contractual basis until June 30 of the school year in which they are hired unless they are released sooner, as described in the Education Code. This Definition of Temporary Teachers is for illustration purposes only and does not broaden, nor restrict, any terms and conditions related to temporary teachers as described in the Education Code.

2. Rights of Temporary Teachers Except as limited by the Education Code. ~~Temporary~~ teachers shall be entitled to all rights and benefits provided to other teachers within the District, including but not limited to compensation, professional development opportunities, sick leave, and participation in District committees, with the following exclusions: in addition to the exclusions noted in the Education Code:

- a. Temporary teachers ~~with an effective evaluation~~ shall not be guaranteed rehire for the succeeding school year unless they have served at least seventy-five percent (75%) of the number of school days of the immediately prior ~~previous~~ school year and the current school year and a vacant position is available in the assignment that the temporary teacher held for the current school year and/or the immediately prior school year. In this circumstance, the temporary teacher will receive “first priority” to the vacant position as described in Education Code section 44918.

3. Rehiring Practices for Temporary Teachers Rehiring practices will be applied in accordance with Education Code section 44918. To ensure equity and consistency, the following guidelines shall apply regarding the rehiring of temporary teachers:

- ~~a. Temporary teachers who have served at least seventy five percent (75%) of the school year, with an effective evaluation, shall be given priority consideration for available positions for the succeeding school year over external candidates.~~

~~b. Priority consideration means that qualified temporary teachers will be considered as per Article 33.4 for available positions before any external candidates are considered.~~

~~c. If multiple temporary teachers are eligible for rehiring, hiring decisions will be based on qualifications, District needs, and other criteria consistent with existing CVESD hiring policies and Article 33.4.~~

4. Contract Duration Temporary teachers shall be employed under a contract that extends ~~through~~ to June 30 of the school year in which they are hired. Temporary teachers may be released prior to completion of their contract in accordance with the Education Code. Temporary teachers shall fulfill all duties and responsibilities associated with their assignment during their term of employment with the District until the end of their contract period.

5. Notification of Available Positions The District shall notify temporary teachers of available positions for the succeeding school year as soon as they become known to June 30th of the school year in which they are hired. Temporary teachers shall have the opportunity to apply for these positions before the District considers external candidates.

~~6. Internal Candidate Status and Transfer Rights~~ From June 1st until June 30th, temporary teachers with an effective evaluation, shall be considered internal candidates and may utilize Article 33.4 transfer language when applying for available positions within the District.

7. Professional Development and Support Temporary teachers shall have access to the same professional development and support resources as other teachers, including mentoring and coaching programs, ~~to ensure they are equipped to meet the needs of their students.~~

8. Dispute Resolution Any disputes arising from the interpretation or implementation of this MOU shall be resolved through the established grievance process outlined in the collective bargaining agreement between CVE and CVESD.

This MOU shall be in effect from the date it is signed by both parties for the remainder of the 2024-2025 school year and for the 2025-2026 school year. This MOU remains in effect until a new agreement is made or it is included in the collective bargaining agreement.

Timothy Kriss
Chula Vista Educators Bargaining Chair

Date

Jason Romero
Assistant Superintendent of Human Resources

Date